

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE

JONES, ET AL.

Plaintiffs,
v.

VARSITY BRANDS, LLC, ET AL.,

Defendants.

Case No. 2:20-cv-02892-SHL-tmp

**CHARLESBANK CAPITAL
PARTNERS, LLC'S ANSWER TO
THE AMENDED CLASS ACTION
COMPLAINT**

Charlesbank Capital Partners, LLC (“Charlesbank”), as and for its answer to the Amended Class Action Complaint, ECF No. 490 (September 27, 2023) (the “Complaint”), respectfully states as follows:

No response is required to the various headings or subheadings throughout the Complaint. To the extent that responses are required to such headings or subheadings, they are denied. To the extent a response is required, all answers to allegations in a particular paragraph of the Complaint should be construed to apply equally to the allegations contained in the footnote or subpart, if any, accompanying or comprising such paragraph of the Complaint, unless expressly stated otherwise. To the extent that any allegation is not specifically admitted, it is denied.

To the extent the allegations in the Complaint refer to (1) Varsity Brands, LLC; Varsity Spirit, LLC; and Varsity Spirit Fashions & Supplies, LLC (“Varsity”); (2) the U.S. All Star Federation (“USASF”), its employees, or any related entities or persons; (3) Bain Capital Private Equity (“Bain”), its employees, or any related entities or persons, or (4) Bain Capital Fund XII,

LP, Bain Capital Fund (DE) XII, LP, or Bain Capital Fund (LUX) XII, SCSP, (the “Bain Funds”) their employees, or any related entities or persons, Charlesbank lacks knowledge or information sufficient to form a belief as to the truth or falsity of those allegations and therefore denies them as specified in Federal Rule of Civil Procedure 8.1(b)(5). In addition, the Complaint collectively refers to Varsity, USASF, Bain, the Bain Funds, and Charlesbank as “Defendants.” To the extent that the allegations in the Complaint relate to a collective group of “Defendants,” unnamed defendants, or others, Charlesbank denies the allegations to the extent they suggest that Charlesbank engaged in any scheme, enterprise, conspiracy, or other wrongdoing.

1. Charlesbank denies the allegations in Paragraph 1.
2. Charlesbank admits that cheerleading can involve teams performing routines with a variety of elements and that cheerleading teams can be affiliated with, among other things, private gyms and schools. Charlesbank further admits that some cheerleading teams choose to compete with one another in competitions and that competitions typically have rules. Charlesbank otherwise denies the allegations asserted in Paragraph 2, in part because the term “Competitive Cheer” is vague and ambiguous.
 3. Charlesbank denies the allegations in Paragraph 3.
 4. Charlesbank denies the allegations in Paragraph 4.
 5. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 5. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.
6. Charlesbank denies the allegations in Paragraph 6.

7. Paragraph 7 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

8. Paragraph 8 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank does not contest personal jurisdiction over it for this action. Charlesbank otherwise denies the allegations asserted in this paragraph.

9. Paragraph 9 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank does not contest venue in the United States District Court for the Western District of Tennessee. Charlesbank otherwise denies the allegations asserted in this paragraph.

10. Charlesbank denies the allegations in Paragraph 10.

11. Paragraph 11 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them, in part because the specific “products and services” and “activities” of the various “Defendants” are not specified.

12. Charlesbank denies the allegations in Paragraph 12.

13. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 13 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

14. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 14 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

15. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 15 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

16. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 16 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

17. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 17 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

18. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 18 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

19. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 19 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank admits that Jeff Webb founded the company that is now known as Varsity Spirit, that he was Chairman of the Board of Directors of

Varsity Brands, LLC, and that he was CEO of Varsity Brands, LLC from approximately 2014 to 2017. Charlesbank otherwise denies the allegations asserted in this paragraph.

20. Charlesbank denies that it is a limited partnership but otherwise admits the first four sentences of Paragraph 20. The fifth sentence of Paragraph 20 purports to report something that Charlesbank said but does not provide the source, which if it exists, would speak for itself, and otherwise denies the allegations in the fifth sentence of Paragraph 20. Charlesbank admits that the items listed in the sixth sentence of Paragraph 20 are among the characteristics that Charlesbank has sometimes considered in assessing investment options but otherwise denies the allegations contained in the sixth sentence of Paragraph 20.

21. Charlesbank denies the allegations in Paragraph 21.

22. Charlesbank admits that the Charlesbank Equity Fund VII, Limited Partnership (“Charlesbank Fund VII”) is a Massachusetts limited partnership with its principal place of business in Boston, Massachusetts. Charlesbank denies the allegations in the remainder of Paragraph 22, including the allegations in the footnote to Paragraph 22.

23. Charlesbank admits that the Charlesbank Equity Fund VIII, Limited Partnership (“Charlesbank Fund VIII”) is a Massachusetts limited partnership with its principal place of business in Boston, Massachusetts. Charlesbank denies the allegations in the remainder of Paragraph 23, including the allegations in the footnote to Paragraph 23.

24. Charlesbank admits that the Charlesbank Equity Fund IX, Limited Partnership (“Charlesbank Fund IX”) is a Massachusetts limited partnership with its principal place of business in Boston, Massachusetts. Charlesbank denies the allegations in the remainder of Paragraph 24, including the allegations in the footnote to Paragraph 24.

25. Charlesbank denies the allegations in Paragraph 25.

26. The first sentence of Paragraph 26 states a legal conclusion to which no response is required. To the extent a response is required, Charlesbank denies the allegations in the first sentence of Paragraph 26. Charlesbank admits that the entities defined as the “Charlesbank Defendants” are located at the indicated address but otherwise denies the allegations in the second sentence of Paragraph 26. Charlesbank admits the allegations in the third sentence of Paragraph 26. Charlesbank denies the allegations in the fourth sentence of Paragraph 26.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The sixth sentence of Paragraph 26 states a legal conclusion to which no response is required. To the extent a response is required, Charlesbank denies the allegations in the sixth sentence of Paragraph 26. Charlesbank denies the allegations in the first sentence of the footnote. [REDACTED]

[REDACTED]

[REDACTED] The third sentence of the footnote states a legal conclusion to which no response is required. To the extent a response is required, Charlesbank denies the allegations in the third sentence of the footnote. Charlesbank denies the allegations in the fourth sentence of the footnote.

27. Charlesbank denies the allegations in Paragraph 27.

28. Charlesbank denies the allegations in Paragraph 28, [REDACTED]

[REDACTED]

29. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 29 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

30. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 30 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

31. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 31 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

32. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 32 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

33. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 33 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

34. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 34 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

35. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 35 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

36. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 36 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

37. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 37 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

38. Paragraph 38 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

39. Paragraph 39 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

40. Paragraph 40 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

41. Paragraph 41 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

42. Paragraph 42 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Paragraph 42 purports to characterize the contents of written documents, which documents speak for

themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 42 for their true and correct contents. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 42 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

43. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 43 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

44. Paragraph 44 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Injunctive Relief Class," as no class has been certified.

45. Paragraph 45 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Nationwide Damages Class," as no class has been certified. Charlesbank further notes that the Court has previously struck the allegations of a Nationwide Damages Class from the prior Complaint and the inclusions of such allegations in the Amended Complaint is improper. Charlesbank reserves all of its rights in that regard.

46. Paragraph 46 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "State Law Damages Class," as no class has been certified.

47. Paragraph 47 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Classes," as no class has been certified.

48. Paragraph 48 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Classes," as no class has been certified.

49. Paragraph 49 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Classes," as no class has been certified.

50. Paragraph 50 states legal conclusions and characterizes Plaintiffs' purported legal position, to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by the "Classes," as no class has been certified.

51. Paragraph 51 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank

notes in particular denial of the characterization that this case has been brought by “the Classes,” as no class has been certified.

52. Paragraph 52 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank notes in particular denial of the characterization that this case has been brought by “the Classes,” as no class has been certified.

53. Paragraph 53 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

54. Paragraph 54 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

55. Paragraph 55 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

56. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 56 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

57. Charlesbank admits that cheerleading can involve teams performing routines with a variety of elements, and Charlesbank admits that cheerleading can be athletically rigorous and technically challenging, requiring strength, flexibility, endurance, effort, coordination, focus and cooperative teamwork, among other skills. Charlesbank otherwise denies the allegations asserted in Paragraph 57.

58. Charlesbank admits that some cheer events are not sideline performances in support of a sporting event. Charlesbank otherwise denies the allegations asserted in Paragraph 58, in part because the terms employed are vague and ambiguous.

59. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 59 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

60. Charlesbank admits that cheerleading teams may compete with one another at competitions, and that those competitions can take a number of forms. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 60 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

61. Charlesbank admits that competitions can last for one or more days. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 61 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

62. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 62 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank admits that Varsity offers cheer events. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

63. Charlesbank admits that cheerleading teams can be affiliated with private gyms, schools, and other organizations. Charlesbank otherwise denies the allegations asserted in Paragraph 63, in part because the terms employed are vague and ambiguous.

64. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 64 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank admits that some All Star Gyms have paid Varsity registration fees to enter All Star competitions. Charlesbank otherwise denies the allegations asserted in this paragraph.

65. Charlesbank admits that cheerleading can involve teams performing routines with a variety of elements, including tumbling, stunting, and dance, that such routines can be set to music, that cheerleading teams can compete with one another, and that cheerleading teams are open to a range of age groups. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 65 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

66. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 66 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

67. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 67 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

68. Paragraph 68 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 68 for their true and correct contents. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 68 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank admits that cheer competitions can include cheerleading teams associated with schools and that competitions can include elements such as tumbling, stunting, pyramids, dance, chants, fight songs, and cheers. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

69. Charlesbank admits that Varsity owns the brands associated with the National Cheerleaders Association and the Universal Cheerleaders Association and that Varsity operates cheerleading competitions and camps under those brands, among others. Charlesbank otherwise denies the allegations asserted in Paragraph 69, in part because the terms employed are vague and ambiguous.

70. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 70 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

71. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 71 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

72. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 72 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

73. Charlesbank admits that Varsity's IMPACT program provides a number of offerings to schools, including rebranding. Charlesbank otherwise denies the allegations asserted in Paragraph 73.

74. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 74 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

75. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 75 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

76. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 76. Paragraph 76 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 76 for their true and correct contents.

77. Charlesbank admits that some cheerleaders and cheerleading teams attend camps. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 77 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

78. Charlesbank admits that Varsity offers cheerleading camps. Charlesbank otherwise denies the allegations asserted in Paragraph 78.

79. Charlesbank admits that Varsity Spirit is the largest cheerleading camp provider in the world. Charlesbank otherwise denies the allegations asserted in Paragraph 79.

80. Charlesbank admits that Varsity offers cheerleading camps under a variety of brands, including UCA, NCA, United Spirit Association, and V!ROC. Charlesbank otherwise denies the allegations asserted in Paragraph 80.

81. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 81 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

82. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 82 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

83. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 83 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

84. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 84 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

85. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 85. Charlesbank otherwise denies the allegations asserted in this paragraph.

86. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 86. Charlesbank otherwise denies the allegations asserted in this paragraph.

87. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 87. Charlesbank otherwise denies the allegations asserted in this paragraph.

88. Charlesbank admits that Varsity offers cheer-related products. Charlesbank otherwise denies the allegations asserted in Paragraph 88.

89. Charlesbank admits that Varsity offers cheerleading camps. Charlesbank otherwise denies the allegations asserted in Paragraph 89.

90. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 90 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

91. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 91 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

92. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 92 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

93. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 93 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

94. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 94 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

95. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 95 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

96. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 96 insofar as they relate to

individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

97. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 97 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

98. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 98 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

99. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

100. Charlesbank admits that due diligence was conducted related to Varsity, including due diligence related to the topics listed in the first sentence of Paragraph 100. Charlesbank denies the remainder of the allegations in Paragraph 100, including Plaintiffs' characterization of the cited document.

101. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The second sentence of Paragraph 101 states legal conclusions to which

Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank denies having knowledge or information sufficient to form a belief regarding the truth of the allegations in the third and fourth sentences of Paragraph 101 and in the footnote to Paragraph 101. Charlesbank otherwise denies the allegations in Paragraph 101.

102. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The remainder of Paragraph 102 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

103. Charlesbank denies the allegations in Paragraph 103.

104. Charlesbank denies the allegations in Paragraph 104.

105. [REDACTED]

[REDACTED]

[REDACTED]

106. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in the fifth sentence of Paragraph 106 insofar as they relate to individuals

or entities other than Charlesbank. Charlesbank otherwise denies the allegations in Paragraph 106.

107. [REDACTED]

[REDACTED] Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in the fifth sentence of Paragraph 107 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations in Paragraph 107.

108. Charlesbank denies the allegations in the first sentence of Paragraph 108.

Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 108 insofar as they relate to individuals or entities other than Charlesbank.

109. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 109 insofar as they relate to individuals or entities other than Charlesbank.

110. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 110 insofar as they relate to individuals or entities other than Charlesbank. [REDACTED]

[REDACTED] Charlesbank otherwise denies the allegations in Paragraph 110.

111. Charlesbank denies the first sentences of Paragraph 111, except admits that Charlesbank Funds VII and VIII received approximately \$675 million. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 111 insofar as they relate to individuals or entities other than Charlesbank.

112. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 112 insofar as they relate to individuals or entities other than Charlesbank.

113. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 113 insofar as they relate to individuals or entities other than Charlesbank.

114. Charlesbank denies the allegations in Paragraph 114.

115. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 115 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations in Paragraph 115.

116. Charlesbank denies the allegations in Paragraph 116.

117. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 117 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations in Paragraph 117.

118. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 118 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

119. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 119 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

120. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 120 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

121. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 121 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

122. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 122 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

123. Charlesbank admits that Varsity acquired The JAM Brands in 2015. Paragraph 123 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of

the referenced documents and refers to the documents cited in Paragraph 123 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

124. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 124 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

125. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 125 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

126. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 126 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

127. Paragraph 127 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 127 for their true and correct contents. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in this paragraph insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

128. Charlesbank admits that Varsity owns the brands associated with Aloha Productions, Spirit Celebrations, Mardi Gras Spirit and The Epic Brands. Charlesbank otherwise denies the allegations asserted in Paragraph 128.

129. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 129 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

130. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 130 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

131. Charlesbank admits that Varsity acquired Allgoods, LLC in 2015. Charlesbank otherwise denies the allegations asserted in Paragraph 131.

132. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 132 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

133. Charlesbank denies the allegations in Paragraph 133.

134. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 134 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

135. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 135 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

136. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 136 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

137. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 137 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

138. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 138 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

139. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 139 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

140. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 140 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

141. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 141 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

142. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 142 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

143. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 143 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

144. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 144 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

145. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 145 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 145 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to

the documents cited in Paragraph 145 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

146. Charlesbank denies the allegations in Paragraph 146.

147. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 147 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 147 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 147 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

148. Charlesbank denies the allegations in Paragraph 148.

149. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 149 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank admits that Jeff Webb founded the company that is now known as Varsity Spirit. Charlesbank otherwise denies the allegations asserted in this paragraph.

150. Charlesbank denies the allegations in Paragraph 150.

151. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 151 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations in Paragraph 151.

152. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 152 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank admits that Varsity offers cheer events. Charlesbank otherwise denies the allegations asserted in this paragraph.

153. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 153 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

154. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 154 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

155. Charlesbank denies the allegations in Paragraph 155.

156. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 156 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

157. Charlesbank denies the allegations in Paragraph 157.

158. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 158 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

159. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 159 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

160. Charlesbank denies the allegations in Paragraph 160.

161. Charlesbank denies the allegations in Paragraph 161.

162. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 162 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

163. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 163 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

164. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 164 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

165. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 165 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

166. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 166 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

167. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 167 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

168. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 168 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

169. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 169 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

170. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 170 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 170 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 170 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

171. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 171 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

172. Charlesbank denies the allegations in Paragraph 172.

173. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 173 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

174. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 174 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

175. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 175 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

176. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 176 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

177. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 177 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

178. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 178 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

179. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 179 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

180. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 180 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

181. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 181 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

182. Charlesbank admits that Varsity's IMPACT program provides a number of offerings to schools, including rebranding. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 182 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

183. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 183 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

184. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 184 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 184 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 184 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

185. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 185 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

186. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 186 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

187. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 187 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

188. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 188 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

189. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 189 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

190. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 190 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

191. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 191 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

192. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 192 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 192 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 192 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

193. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 193 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

194. Paragraph 194 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

195. Charlesbank denies the allegations in Paragraph 195.

196. Paragraph 196 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

197. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 197 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

198. Charlesbank denies the allegations in Paragraph 198.

199. Charlesbank denies the allegations asserted in Paragraph 199, in part because the term “close economic substitutes that could constrain their pricing” is vague and ambiguous.

200. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 200.

201. The term “functional or economic substitute” is vague and ambiguous, and, on that basis, Charlesbank denies the allegations in the first sentence of Paragraph 201. Charlesbank lacks knowledge or information sufficient to form a belief as to whether the allegations in the paragraph are always true (or the extent to which they are true) and notes that many of the terms used in the allegations are vague and ambiguous, and, on that basis, Charlesbank denies them.

202. The term “functional or economic substitute” is vague and ambiguous, and, on that basis, Charlesbank denies the allegations in the first sentence of Paragraph 202. Charlesbank lacks knowledge or information sufficient to form a belief as to whether the allegations in the paragraph are always true (or the extent to which they are true) and notes that many of the terms used in the allegations are vague and ambiguous, and, on that basis, Charlesbank denies them.

203. The term “functional or economic substitute” is vague and ambiguous, and, on that basis, Charlesbank denies the allegations in the first sentence of Paragraph 203. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 203 insofar as they relate to individuals or entities other than Charlesbank. The remainder of the paragraph contains vague and ambiguous allegations, which Charlesbank denies on that basis. Charlesbank refers to the cited document for its true and accurate contents. Charlesbank otherwise denies the allegations asserted in Paragraph 203.

204. Paragraph 204 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

205. The term “functional or economic substitute” is vague and ambiguous, and, on that basis, Charlesbank denies the allegations in the first sentence of Paragraph 205. Charlesbank lacks knowledge or information sufficient to form a belief as to whether the allegations in the paragraph are always true (or the extent to which they are true) and notes that many of the terms used in the allegations are vague and ambiguous, and, on that basis, Charlesbank denies them.

206. Charlesbank lacks knowledge or information sufficient to form a belief as to whether the allegations in Paragraph 206 are true.

207. Charlesbank denies the allegations in Paragraph 207.

208. Charlesbank denies the allegations in Paragraph 208.

209. Charlesbank denies the allegations in Paragraph 209.

210. Charlesbank denies the allegations in Paragraph 210.

211. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 211 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

212. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 212 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

213. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 213 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

214. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 214 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

215. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 215 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

216. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 216 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

217. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 217 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

218. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 218 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 218 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 218 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

219. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 219 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

220. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 220 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

221. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 221 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

222. Paragraph 222 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them, in part because the terms “primary market” and “targeted customers” are vague and ambiguous.

223. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 223 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

224. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 224 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

225. Charlesbank denies the allegations in Paragraph 225.

226. Charlesbank denies the allegations in Paragraph 226.

227. Charlesbank admits that businesses, including apparel manufacturers, may make capital investments in the course of business. Charlesbank otherwise denies the allegations asserted in Paragraph 227, which are vague and ambiguous.

228. Charlesbank denies the allegations in Paragraph 228, in part because the terms employed are vague and ambiguous.

229. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 229 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

230. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 230 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

231. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 231 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

232. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 232 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

233. Paragraph 233 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms “instrumental” and “championship level” are vague and ambiguous.

234. Charlesbank admits that Varsity offers cheerleading camps. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 234 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

235. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 235 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the term “largest cheerleading championships” is vague and ambiguous.

236. Paragraph 236 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank also notes that the terms “primary market,” “USASF standards,” “targeted customers,” and “regional sense of camps” are vague and ambiguous. Charlesbank otherwise denies the allegations asserted in this paragraph.

237. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 237 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

238. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 238 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

239. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 239 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

240. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 240 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms “a lot of money” and “equipment” are vague and ambiguous.

241. Charlesbank denies the allegations in Paragraph 241.

242. Charlesbank admits that Varsity offers cheerleading camps. Charlesbank otherwise denies the allegations asserted in Paragraph 242.

243. Charlesbank denies the allegations in Paragraph 243.

244. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 244 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

245. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 245 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

246. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 246 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

247. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 247 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

248. Paragraph 248 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

249. Paragraph 249 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

250. Charlesbank denies the allegations in Paragraph 250.

251. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 251 insofar as they relate to individuals or entities other than Charlesbank. Paragraph 251 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents cited in Paragraph 251 for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

252. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 252 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

253. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 253 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph, in part because the terms employed are vague and ambiguous.

254. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 254 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

255. Charlesbank lacks knowledge or information sufficient to form a belief as to whether the allegations in the paragraph are true. Paragraph 255 purports to characterize the contents of written documents, which documents speak for themselves. Charlesbank denies that such characterizations are consistent with the contents of the referenced documents and refers to the documents for their true and correct contents. Charlesbank otherwise denies the allegations asserted in this paragraph.

256. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 256 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

257. Charlesbank denies the allegations in Paragraph 257.

258. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 258 insofar as they relate

to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

259. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 259 insofar as they relate to individuals or entities other than Charlesbank. Charlesbank otherwise denies the allegations asserted in this paragraph.

260. Charlesbank denies the allegations in Paragraph 260.

261. Paragraph 261 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

262. Charlesbank incorporates by reference its answers to the preceding paragraphs as if fully stated herein.

263. Paragraph 263 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

264. Charlesbank denies the allegations in Paragraph 264.

265. Paragraph 265 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

266. Paragraph 266 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

267. Paragraph 267 states legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

268. Charlesbank denies the allegations in Paragraph 268.

269. Paragraph 269 contains Plaintiffs' characterization of their action, to which no response is required. To the extent any response is required, Charlesbank denies that Plaintiffs or

the Class they seek to represent have any cognizable claim and otherwise denies the allegations asserted in Paragraph 269.

270. Charlesbank incorporates by reference its answers to the preceding paragraphs as if fully stated herein.

271. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. The remaining allegations in Paragraph 271 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation. Charlesbank further notes that the Court has struck the allegations of a Nationwide Damages Class.

272. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. The remaining allegations in Paragraph 272 state legal conclusions to which Charlesbank need not respond. Charlesbank lacks knowledge or information sufficient to form a belief with respect to the truth or falsity of the allegations contained in Paragraph 272 insofar as the allegations relate to individuals or entities other than Charlesbank. Charlesbank admits that Varsity Spirit, LLC is a Tennessee company and that Varsity Spirit, LLC and Varsity Spirit Fashions & Supplies, LLC have a principal place of business in Tennessee. Charlesbank otherwise denies the allegations in this paragraph. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's

Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation. Charlesbank further notes that the Court has struck the allegations of a Nationwide Damages Class.

273. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. The remaining allegations in Paragraph 273 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation. Charlesbank further notes that the Court has struck the allegations of a Nationwide Damages Class.

274. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. The remaining allegations in Paragraph 274 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court has previously struck the allegations of a Nationwide Damages Class from the prior Complaint and the inclusions of such allegations in the Amended Complaint is improper. Charlesbank reserves all of its rights in that regard.

275. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. The remaining allegations in Paragraph 275 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them.

Charlesbank further notes that the Court has previously struck the allegations of a Nationwide Damages Class from the prior Complaint and the inclusions of such allegations in the Amended Complaint is improper. Charlesbank reserves all of its rights in that regard.

276. Plaintiffs' Second Claim for Relief has been dismissed as to the Cheer Camps and Cheer Competitions Market and no response is required as it relates to these markets. Paragraph 276 contains Plaintiffs' characterization of their action, to which no response is required. To the extent a response to Paragraph 276 is required, Charlesbank denies that Plaintiffs or the Class they seek to represent have any cognizable claim and otherwise denies the allegations in Paragraph 276. Charlesbank further notes that the Court has previously struck the allegations of a Nationwide Damages Class from the prior Complaint and the inclusions of such allegations in the Amended Complaint is improper. Charlesbank reserves all of its rights in that regard.

277. Charlesbank incorporates by reference its answers to the preceding paragraphs as if fully stated herein.

278. Plaintiffs' Third Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and as to the Tennessee claims related to the Cheer Camp and Cheer Competition markets, and no response is required as it relates to the dismissed portions of Plaintiffs' Third Claim for Relief. The remaining allegations in Paragraph 278 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

279. Plaintiffs' Third Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and as to the Tennessee claims related to the Cheer Camp and Cheer Competition markets, and no response is required as it relates to the dismissed portions of Plaintiffs' Third Claim for Relief. The remaining allegations in Paragraph 279 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

280. Plaintiffs' Third Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and as to the Tennessee claims related to the Cheer Camp and Cheer Competition markets, and no response is required as it relates to the dismissed portions of Plaintiffs' Third Claim for Relief. The remaining allegations in Paragraph 280 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

281. Plaintiffs' Third Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and as to the Tennessee claims related to the Cheer Camp and Cheer Competition markets, and no response is required as it relates to the dismissed portions of Plaintiffs' Third Claim for Relief. Paragraph 281 contains Plaintiffs' characterization of their action, to which no response is required. To the extent a response to

Paragraph 281 is required, Charlesbank denies that Plaintiffs or the Class they seek to represent have any cognizable claim and otherwise denies the allegations in Paragraph 281. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

282. Charlesbank incorporates by reference its answers to the preceding paragraphs as if fully stated herein.

283. Plaintiffs' Fourth Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and Tennessee, and no response is required as it relates to the dismissed portions of Plaintiffs' Fourth Claim for Relief. The remaining allegations in Paragraph 283 are denied. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

284. Plaintiffs' Fourth Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and Tennessee, and no response is required as it relates to the dismissed portions of Plaintiffs' Fourth Claim for Relief. The remaining allegations in Paragraph 284 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

285. Plaintiffs' Fourth Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and Tennessee, and no response is required as it relates to the dismissed portions of Plaintiffs' Fourth Claim for Relief. The remaining allegations in Paragraph 285 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

286. Plaintiffs' Fourth Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and Tennessee, and no response is required as it relates to the dismissed portions of Plaintiffs' Fourth Claim for Relief. The remaining allegations in Paragraph 286 state legal conclusions to which Charlesbank need not respond. To the extent any response to these allegations is necessary, Charlesbank denies them. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

287. Plaintiffs' Fourth Claim for Relief has been dismissed as to the claims brought under the laws of Alaska, Colorado, Alabama, Illinois, and Tennessee, and no response is required as it relates to the dismissed portions of Plaintiffs' Fourth Claim for Relief. Paragraph 286 contains Plaintiffs' characterization of their action, to which no response is required. To the extent a response to Paragraph 286 is required, Charlesbank denies that Plaintiffs or the Class they seek to represent have any cognizable claim and otherwise denies the allegations in Paragraph 286. Charlesbank further notes that the Court ordered Plaintiffs not to seek to reassert

dismissed matters in this Complaint. The inclusion of these claims therefore violates the Court's Order and Charlesbank reserves its rights to seek appropriate redress and/or sanctions for this violation.

288. Charlesbank incorporates by reference its answers to the preceding paragraphs as if fully stated herein.

289. Paragraph 289 contains Plaintiffs' characterization of their action, to which no response is required. To the extent any response to is required, Charlesbank denies that Plaintiffs or the Class they seek to represent have any cognizable claim and otherwise denies the allegations asserted in Paragraph 289.

290. Charlesbank denies the allegations in Paragraph 290.

291. Charlesbank denies the allegations in Paragraph 291.

292. Charlesbank denies the allegations in Paragraph 292.

293. Paragraph 293 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

294. Paragraph 294 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

295. Paragraph 295 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

296. Paragraph 296 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

297. Paragraph 297 states legal conclusions to which Charlesbank need not respond.

To the extent any response to these allegations is necessary, Charlesbank denies them.

298. Charlesbank incorporates by reference its answers to the preceding and succeeding paragraphs as if fully stated herein.

299. Paragraph 299 contains Plaintiffs' characterization of their action, to which no response is required. To the extent any response is required, Charlesbank denies that Plaintiffs or the Class they seek to represent have any cognizable claim and otherwise denies the allegations asserted in Paragraph 299.

GENERAL DENIAL

300. Charlesbank denies all allegations contained in the Complaint (including headings and captions) not specifically admitted in this Answer.

JURY DEMAND

Plaintiffs' jury demand is a self-operative statement to which no response is required. Charlesbank reserves its rights as to triability of any claim or counterclaim in this case.

AFFIRMATIVE AND OTHER DEFENSES

1. Insofar as the bulk of the conduct referenced in the Complaint occurred outside the applicable statute of limitations and/or statute of repose period, more than four years prior to Plaintiffs filing their action, Plaintiffs' claims for damages are barred, in whole or in part, by the statute of limitations and/or statute of repose.

2. Insofar as the bulk of the conduct referenced in the Complaint occurred more than four years prior to Plaintiffs filing their action (or more than such other period as may be deemed relevant), Plaintiffs' claims for injunctive relief are barred, in whole or in part, by the doctrine of laches.

3. Plaintiffs' claims may not be maintained as a class action. In addition to not satisfying the requirements of Rule 23, under the laws of many states, claims under the state

antitrust and consumer protection statutes may not be brought as a class action. For example, Ark. Code § 4-88-113, Mont. Code Ann. § 30-14-133, and Tenn. Code Ann. § 47-18-109(g) prohibit class actions. Kan. Stat. Ann. § 50-634 prohibits private class actions for damages or civil penalties, except under limited circumstances. Cal. Bus. & Prof. Code § 17203 places restrictions on persons who can serve as class representative and the type of relief that can be recovered. See also *Brown v. Allstate Ins. Co.*, 17 F. Supp. 2d 1134, 1140 (S.D. Cal. 1998). To the extent any of Plaintiffs' state law claims may not be brought as a class action or as a class action for damages, Plaintiffs lack standing to pursue such claims individually, lack standing to pursue such claims on behalf of a class, and cannot state a plausible claim for relief.

4. Plaintiffs lack standing to pursue claims related to camps.

5. Plaintiffs allege that they have been damaged by conduct known to them and dating as far back as 2003. Yet Plaintiffs chose to continue patronizing Varsity's cheerleading competitions, chose to continue purchasing apparel from Varsity, and otherwise failed to take steps to avoid or lessen their alleged damages. Plaintiffs' claims are therefore barred, in whole or in part, by their failure to mitigate damages, waiver, estoppel, and/or by the voluntary payment doctrine.

6. Plaintiffs have failed to state a claim upon which relief can be granted, including as stated in the motions to dismiss of the various Defendants, which were recently granted in part by the Court. This includes, but is not limited to, failure to state a claim under the Tennessee Trade Practices Act and failure to state a claim under the Tennessee Trade Practices Act.

7. Plaintiffs bring claims under numerous state antitrust and consumer protection statutes. Many states require procedural requirements to be satisfied before a plaintiff may file a lawsuit on such claim. For example, Ariz. Rev. Stat. § 44-1415, Nev. Rev. Stat. § 598A.210,

Utah Code Ann. § 76-10-3109, Cal. Bus. Prof. Code § 17209, and Or. Rev. Stat. § 646.638(2), require notice and/or service on the state attorney general simultaneously with the filing of the complaint. In the District of Columbia, any lawsuit must be brought in the Superior Court of the District Court of Columbia. D.C. Code § 28-3905(k)(5). In Maine and Massachusetts, a plaintiff must provide a defendant a written demand at least 30 days prior to the filing of an action for damages. Me. Stat. tit. 5 § 213; Mass. Gen. Laws ch. 93A § 9. To the extent any of Plaintiffs failed to satisfy any state procedural prerequisites before filing this action, Plaintiffs lack standing to pursue such state law claims and fail to state a claim for relief.

RESERVATION OF RIGHTS

Charlesbank currently has insufficient knowledge or information upon which to form a belief as to any other potential affirmative defenses that may be available to it, and expressly reserves the right to amend or supplement this Answer and affirmative defenses, as well as to assert any and all additional or alternative defenses under any applicable law or regulations, in the event that discovery indicates that such defenses are available. Assertion by Charlesbank of any affirmative defense(s) or any other defense(s) shall not be deemed a concession that Charlesbank bears the burden of proof with respect to any of them. Charlesbank reserves its right to assert counterclaims as may be appropriate.

REQUEST FOR RELIEF

WHEREFORE, Charlesbank denies that Plaintiffs are entitled to any relief and respectfully requests a judgment against Plaintiffs as follows:

- A. That Plaintiffs take nothing by their Complaint in this action;
- B. That the Court enter judgment against Plaintiffs and in favor of Charlesbank, and that the Complaint in this action be dismissed with prejudice as to Charlesbank;

C. That the Court award Charlesbank any and all other relief to which it may be entitled or which the Court deems just and proper.

Dated: October 27, 2022

Respectfully submitted,

s/ Matthew S. Mulqueen

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